

1  
2  
3  
4 BILL NO. S-74-08-06

5 SPECIAL ORDINANCE NO. S- 132-74

6 AN ORDINANCE approving contracts with JOHN DEHNER,  
7 INC. for Storm Sewers and Streets, Curbs, Sidewalks  
8 and Lights in the Waynedale Area, Phase I

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
10 WAYNE, INDIANA:

11 SECTION 1. The contracts dated July 29, 1974 between JOHN DEHNER,  
12 INC. and the City of Fort Wayne, by and through its Mayor and the Board of Public  
13 Works, for:

14 Contract I - Construction of Storm Sewers in Waynedale Area  
15 in the amount of \$542,210.13

16 Contract II - Construction, paving of streets, sidewalks, curbs  
17 and street lighting in the amount of \$861,561.89

18 of which \$588,000.00 has been set aside from Revenue Sharing, all as more par-  
19 ticularly set forth in said contract which is on file in the Office of the Board of  
20 Public Works, and is by reference incorporated herein and made a part hereof,  
21 is hereby in all things ratified, confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force and effect from and  
23 after its passage and approval by the Mayor.

24  
25 William T. King  
26 Councilman

27  
28  
29  
30  
31  
32  
33  
34 APPROVED AS TO FORM  
35 AND LEGALITY,

Michael B. Allen  
CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 8-13-74

Charles W. Whitman  
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage. Passed (~~1974~~) by the following vote:

	AYES <u>9</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT _____ to-wit:
BURNS	<u>✓</u>	_____	_____	_____
HINGA	<u>✓</u>	_____	_____	_____
KRAUS	<u>✓</u>	_____	_____	_____
MOSES	<u>✓</u>	_____	_____	_____
NUCKOLS	<u>✓</u>	_____	_____	_____
SCHMIDT, D.	<u>✓</u>	_____	_____	_____
SCHMIDT, V.	<u>✓</u>	_____	_____	_____
STIER	<u>✓</u>	_____	_____	_____
TALARICO	<u>✓</u>	_____	_____	_____

DATE: 8-27-74

Charles W. Whitman  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. I-132-74 on the 27th day of August, 1974.

ATTEST: (SEAL)

Charles W. Whitman  
CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 28th day of August, 1974, at the hour of 11:00 o'clock A.M., E.S.T.

Charles W. Whitman  
CITY CLERK

Approved and signed by me this 28th day of August, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

R. A. Long  
MAYOR

Bill No. S-74-05-05

REPORT OF THE COMMITTEE ON FINANCE

Re, your Committee on Finance to whom was referred an Ordinance

approving contracts with JOHN DEHNER, INC. for Storm Sewers and Streets, Curbs, Sidewalks  
and Lights in the Waynedale Area, Phase I.

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

William T. Hinge - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

CONCURRED IN

DATE 8-27-74 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

July 23, 1974

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board of Public Works has awarded contracts on the Waynedale, Phase I project to John Dehner, Inc. as follows:

Contract I (Sewers)-\$542,210.13


Contract II (Streets, Curbs, Sidewalks, Lights)-\$861,561.89

Due to the fact that we are mid-way into the construction season and considering the scope of the project, the contractor is quite anxious to get it started.

Therefore, the Board of Public Works is requesting "Prior Approval" of these awards.

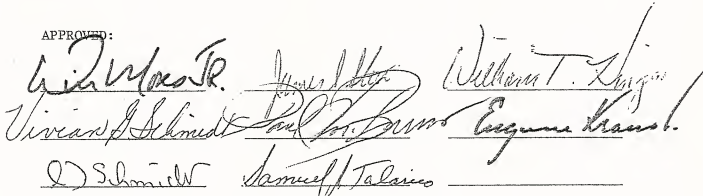
The contracts have not yet been written, but we shall have them ready to submit for formal approval at the meeting of August 13, 1974.

Sincerely,

  
Dr. Jerry D. Boswell, Chairman  
Board of Public Works

JDB:bt

APPROVED:

  
Vivian J. Schmidt Paul R. Burns Eugene Kraus  
D. Schmidt Samuel Taliaferro

MEMBERS OF THE COMMON COUNCIL

61-77-16 *Strom*  
Sum  
9/7/77

# CONTRACT AND BOND

**This Agreement,** Made and entered into as of the JUL 29 1974 day of

19 \_\_\_\_\_, by and between \_\_\_\_\_

-----JOHN DEHNER, INC.-----

the County of Allen and State of Indiana, party of the first part, and the City of Fort Wayne, County of Allen, State of Indiana, by and through its Board of Public Works, party of the second part, under and by virtue of an Act of the General Assembly of the State of Indiana, entitled "An act concerning municipal corporations," approved March 6, 1905, and the provisions of all acts amendatory thereto and supplemental thereof.

WITNESSETH, That the party of the first part covenants and agrees to construct

Main Line:

Beginning at a proposed headwall located on the Fairfield Ditch 50± LF North of and 3± LF West of the Northwest corner of Lot 337 of Waynedale Gardens Second Addition Extended; thence Southwesterly 580± LF to a proposed manhole located 3± LF East of and 3± LF South of the centerline intersections of Prairie Grove Drive and Bradbury Ave; thence East parallel to the centerline of said Prairie Grove Drive 1500± LF to a proposed manhole located 3± LF East of and 1± LF North of the centerline intersection of Prairie Grove Drive and Orchard Lane; thence Southerly parallel to the centerline of said Orchard Lane 1100± LF to a proposed manhole located 6± LF North of and 12± LF West of the centerline intersection of Orchard Lane and Fair oak Drive; thence East parallel to the centerline of said Fair oak Drive 350± LF to a proposed manhole located 1± LF East of and 1± LF North of the centerline intersection of Fair oak Drive and Old Trail Road; thence Southerly along and parallel to the centerline of Old Trail Road 1400± LF terminating at a proposed manhole.

Lateral No. 1:

Beginning at a proposed manhole located near the centerline intersection of Prairie Grove Drive and Orchard Lane, thence Easterly 500± LF along the centerline of said Prairie Grove Drive to a proposed manhole located 2± LF North of and 2± LF East of the centerline intersection of Prairie Grove Drive and Old Trail Road, said intersection is further described as being the centerline intersection of Liberty Drive and Old Trail Road; thence Southeasterly along and parallel to the centerline of said Liberty Drive 1150± LF terminating at a proposed manhole located 10± LF South of and 40± LF East of the centerline intersections of Liberty Drive and Bluffton Road.

Lateral No. 1A:

Beginning at a proposed manhole located near centerline intersection of Liberty Drive and Garden View Drive; thence Southerly 200± LF terminating at a proposed manhole located 10± LF East of and 200± LF South of the centerline intersections of Liberty Drive and Garden View Drive.

Lateral No. 2:

Beginning at a proposed manhole located near centerline intersection of Old Trail Road and Fair oak Drive; thence East along the centerline of Fair oak Drive 650± LF terminating at a proposed manhole located 1± LF South of and 30± LF West of the centerline intersection of Fair oak Drive and Bluffton Road.

Lateral No. 2A:

Beginning at a proposed manhole located near the centerline intersection of Fair oak Drive and Garden View Drive; thence North along centerline of said Garden View Drive 180± LF terminating at a proposed manhole.

Lateral No. 3:

Beginning at a proposed manhole located near centerline intersection of Waynewood Drive and Old Trail Road; thence East along the centerline of said Waynewood Drive 650± LF terminating at a proposed manhole.

Lateral No. 4:

Beginning at an existing manhole located 440± LF North of and 2± LF East of the centerline intersection of Koons Street and Elzey Street; thence Southerly along centerline of said Elzey Street 1100± LF terminating at a proposed manhole located 2± LF East of and 40± LF North of the centerline intersection of Elzey Street and McArthur Drive.

Said sewers shall be 12", 15", 18", 21", 24", 30", 33", 36", 42", 48" & 78".

for the Following Prices

12" R.C.P. Cl. IV Sewer	Thirteen dollars and fifty cents, per lineal foot	\$ 13.50
12" R.C.P. Cl. V. Sewer	Fourteen dollars and fifty cents, per lineal foot	14.50
15" R.C.P. Cl. IV Sewer	Fifteen dollars and no cents, per lineal foot	15.00
18" R.C.P. Cl. III Sewer	Nineteen dollars and no cents, per lineal foot	19.00
21" R.C.P. Cl. III Sewer	Twenty three dollars and no cents, per lineal foot	23.00
24" R.C.P. Cl. III Sewer	Twenty eight dollars and no cents, per lineal foot	28.00
30" R.C.P. Cl. III Sewer	Forty dollars and no cents, per lineal foot	40.00
33" R.C.P. Cl. III Sewer	Thirty seven dollars and no cents, per lineal foot	37.00
36" R.C.P. Cl. III Sewer	Thirty eight dollars and no cents, per lineal foot	38.00
42" R.C.P. Cl. III Sewer	Fifty two dollars and no cents, per lineal foot	52.00
48" R.C.P. Cl. III Sewer	Fifty seven dollars and no cents, per lineal foot	57.00
Relay 30" R.C.P.	Eighteen dollars and no cents, per lineal foot	18.00
48" Standard Concrete Manhole Type IV	Five hundred dollars and no cents, each	500.00
10" Ductile Iron Cl. IV	Twenty three dollars and no cents, per lineal foot	23.00
78" R.C.P. Cl. II Sewer	Ninety five dollars and no cents, per lineal foot	95.00
53" x 83" L.H. Cl. II R.C.P.	One hundred one dollars and no cents, per lineal foot	101.00
60" Manhole Type II	Seventeen hundred dollars and no cents, each	1,700.00
72" Manhole Type II	Eighteen hundred dollars and no cents, each	1,800.00
84" Manhole Type II	Twenty four hundred dollars and no cents, each	2,400.00
96" Manhole Type II	Twenty seven hundred dollars and no cents, each	2,700.00
Special Structure #1	Forty five hundred dollars and no cents, each	4,500.00

(Continued)



Continued from Sheet 1

Special Structure #2	Thirty five hundred dollars and no cents, each	\$3,500.00
Headwall	Eleven thousand dollars and no cents, each	11,000.00
18" Revetment Riprap	Five dollars and no cents, per square yard	5.00
#73 Stone Backfill	Eight dollars and fifty cents, per cubic yard	8.50
Sanitary House Connections	Two hundred twenty five dollars and no cents, each	225.00
Special Gravel Backfill	Five dollars and fifty cents, per cubic yard	5.50
Construction Engineering	Five thousand dollars and no cents, lump sum	5,000.00

NOTE: In accordance with Bid #1, as submitted, an additional 11% is to be deducted from the base bid of \$542,210.13 if paid in cash. Such option shall be exercised by the City contingent upon the City's ability to market the Barrett Law Bonds. In the event this option is exercised the amount of this contract shall be \$481,964.56.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



The said party of the first part expressly agrees to make the improvements herein specified in strict accordance with the provisions of STORM SEWER Improvement Resolution No. 5662-1974 and in accordance with the plans, profiles and specifications for the improvement on file in the office of the Department of Public Works of said city. The resolutions, profiles, plans, specifications and bids for work herein specified are hereby made a part of this contract as fully and effectually as if herein set out in full.

The said party of the first part further agrees to do and perform all of said work to the entire satisfaction of the Board of Public Works and to complete the same within 150 days after the date of Execution of this contract. To each of the conditions and stipulations of this contract the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, We, the foregoing named parties hereunto set our hands this \_\_\_\_\_

day of JUL 29 1974 19 \_\_\_\_\_

JOHN DEHNER, INC.

BY: John Dehner

ITS: PRESIDENT

Contractor, party of the first part.

This contract approved by us this 5th

day of August 19 74

BOARD OF PUBLIC WORKS,  
Party of the second part.

John Dehner Mayor

# LIABILITY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

\_\_\_\_\_  
--JOHN DEHNER, INC.--

as principal and \_\_\_\_\_ UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIVE HUNDRED FORTY TWO THOUSAND TWO HUNDRED AND TEN DOLLARS AND THIRTEEN CENTS-- (\$ 542,210.13-----) \*

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The condition of the above obligations are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the sewer as to the workmanship, material and conditions for the period of Three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

Witness our hands and seals this 29 day of July 19 74

JOHN DEHNER, INC. (SEAL)

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: John Dehner (SEAL)

BY: Donald L. Shiley

ITS: PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY  
BY: Donald L. Shiley (SEAL)  
Attorney-in-fact

Approved this 5th day of August 19 74

APPROVED AS TO FORM AND LEGALITY

John R. Fleck

Board of Public Works.

\* NOTE: In accordance with Bid #1, as submitted, and additional 11% is to be deducted from the base bid of \$542,210.13 if paid in cash. Such option shall be exercised by the City contingent upon the City's ability to market the Barrett Law Bonds. In the event this option is exercised the amount of this contract shall be \$481,964.56.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-65, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

# GUARANTY BOND

KNOW ALL MEN BY THESE PRESENTS, That we \_\_\_\_\_

-----JOHN DEHNER, INC.-----

Contractors

as principal and -----UNITED STATES FIDELITY AND GUARANTY COMPANY, BALTIMORE, MARYLAND

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of FIVE HUNDRED AND FORTY TWO THOUSAND, TWO HUNDRED AND TEN DOLLARS AND THIRTEEN CENTS---(\$542,210.13---)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators, and assigns firmly by these presents.

The conditions of the above obligations are, that whereas the said -----

-----JOHN DEHNER, INC.-----

did on the \_\_\_\_\_ day of JUL 29 1974 enter into a contract with the City of Fort Wayne, Indiana, by and through its Board of Public Works, for the construction of a sewer in and along \_\_\_\_\_

## Main Line:

Beginning at a proposed headwall located on the Fairfield Ditch 50± LF North of and 3± LF West of the Northwest corner of Lot 337 of Waynedale Gardens Second Addition Extended; thence Southwesterly 580± LF to a proposed manhole located 3± LF East of and 3± LF South of the centerline intersections of Prairie Grove Drive and Bradbury Ave; thence East parallel to the centerline of said Prairie Grove Drive 1500± LF to a proposed manhole located 3± LF East of and 1± LF North of the centerline intersection of Prairie Grove Drive and Orchard Lane; thence Southerly parallel to the centerline of said Orchard Lane 1100± LF to a proposed manhole located 6± LF North of and 12± LF West of the centerline intersection of Orchard Lane and Fair oak Drive; thence East parallel to the centerline of said Fair oak Drive 350± LF to a proposed manhole located 1± LF East of and 1± LF North of the centerline intersection of Fair oak Drive and Old Trail Road; thence Southerly along and parallel to the centerline of Old Trail Road 1400± LF terminating at a proposed manhole.

## Lateral No. 1:

Beginning at a proposed manhole located near the centerline intersection of Prairie Grove Drive and Orchard Lane, thence Easterly 500± LF along the centerline of said Prairie Grove Drive to a proposed manhole located 2± LF North of and 2± LF East of the centerline intersection of Prairie Grove Drive and Old Trail Road, said intersection is further described as being the centerline intersection of Liberty Drive and Old Trail Road; thence Southeasterly along and parallel to the centerline of said Liberty Drive 1150± LF terminating at a proposed manhole located 10± LF South of and 40± LF East of the centerline intersections of Liberty Drive and Bluffton Road.

## Lateral No. 1A:

Beginning at a proposed manhole located near centerline intersection of Liberty Drive and Garden View Drive; thence Southerly 200± LF terminating at a proposed manhole located 10± LF East of and 200± LF South of the centerline intersections of Liberty Drive and Garden View Drive.

## Lateral No. 2:

Beginning at a proposed manhole located near centerline intersection of Old Trail Road and Fair oak Drive; thence East along the centerline of Fair oak Drive 650± LF terminating at a proposed manhole located 1± LF South of and 30± LF West of the centerline intersection of Fair oak Drive and Bluffton Road.

## Lateral No. 2A:

Beginning at a proposed manhole located near the centerline intersection of Fair oak Drive and Garden View Drive; thence North along centerline of said Garden View Drive 180± LF terminating at a proposed manhole.

Lateral No. 3:

Beginning at a proposed manhole located near centerline intersection of Waynewood Drive and Old Trail Road; thence East along the centerline of said Waynewood Drive 650± LF terminating at a proposed manhole.

Lateral No. 4:

Beginning at an existing manhole located 440± LF North of and 2± LF East of the centerline intersection of Koons Street and Elzey Street; thence Southerly along centerline of said Elzey Street 1100± LF terminating at a proposed manhole located 2± LF East of and 40± LF North of the centerline intersection of Elzey Street and McArthur Drive.

Said sewers shall be 12", 15", 18", 21", 24", 30", 33", 36", 42", 48" & 78".

according to certain plans and specifications, and also warranting and guaranteeing the work, material and conditions of the sewer as provided in the aforesaid contract, plans and specifications.

Now, if the said

shall faithfully perform and fulfill all the requirements of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void otherwise to be in full force and effect.

WITNESS our hands and seals this 29 day of July 19 74

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: Ronald W. Roman

JOHN DEHNER, INC. (SEAL)

BY: John Dehner (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: Ronald W. Roman (SEAL)  
Attorney-in-fact

Approved this 29th day of August 19 74

Board of Public Works.



DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE BOARD  
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

Board of Public Works.

DEPARTMENT OF PUBLIC WORKS  
OFFICE OF THE BOARD  
CITY HALL

To Whom It May Concern: Fort Wayne, Ind., 19

The time in which to complete the within contract is hereby extended by the Board of Public Works of the City of Fort Wayne, Indiana, until

*J. D. [Signature]*

Board of Public Works.

No. 19  
CONTRACT AND BOND  
of

for

Amount of Bond

Approved:

Dollars

Board of Public Works.

Recorded in Contract Record Book No.

Page Recorded in Imp. Res.

Record Book No. Page

Improvement Resolution No. 19

Cost per lineal foot \$

Assessment Roll Approved

Final Estimate Approved

CERTIFIED COPY

GENERAL POWER OF ATTORNEY

No. 81064

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of the City of Fort Wayne, State of Indiana, its true and lawful attorney in and for the State of Indiana

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatever the said anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse:

may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this 24th day of April, A. D. 1970

UNITED STATES FIDELITY AND GUARANTY COMPANY.

(Signed) By Karl H. Doerre

(SEAL) (Signed) J. E. Dallam

Assistant Secretary.

STATE OF MARYLAND,

BALTIMORE CITY,

On this 24th day of April, A. D. 1970, before me personally came

Karl H. Doerre, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and J. E. Dallam, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said Karl H. Doerre and J. E. Dallam, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company.

My commission expires the first day in July, A. D. 1970.

(SEAL) (Signed) Herbert J. Aull

Notary Public.

STATE OF MARYLAND

BALTIMORE CITY,

I, Robert H. Bouse, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that Herbert J. Aull, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

In Testimony Whereof, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this 24th day of April, A. D. 1970

(SEAL) (Signed) Robert H. Bouse

Clerk of the Superior Court of Baltimore City.



COPY OF RESOLUTION

*That Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

*I, William K. McCardell*, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse

of Fort Wayne, Indiana, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) July 29, 1974

*William K. McCardell*  
Assistant Secretary



GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

61-77-15

8/15/74 *Light and Dark*  
 BARRETT LAW *Light*  
 SUBJECT TO COUNCILMANIC APPROVAL  
 Preliminary Meeting  
 Ratification

# CONTRACT

This Agreement, made and entered into this JUL 29 1974, 19\_\_

by and between JOHN DEHNER, INC.

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve as described in Wayndale Area Neighborhood Package Improvement. Phase I

(See description on enclosed Resolution)

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5662-1974 and to the following prices:

at the following prices:

Construction Engineering	Eight thousand dollars and no cents, per lump sum	\$8,000.00
Clearing the right of way	Fifteen thousand dollars and no cents, per lump sum	15,000.00
6" Plain Concrete Pavement including curb	Eight dollars and forty cents, per square yard	8.40
6" Plain Concrete Pavement	Eight dollars and twenty nine cents, per square yard	8.29
6" Reinforced concrete Pavement including curbs	Ten dollars and fifteen cents, per square yard	10.15
6" x 6" Straight Curbs	One dollar and eighty cents, per lineal foot	1.80
#53 Stone Subgrade 12"	Nine dollars and fifteen cents, per cubic yard	9.15
#8 Stone Trench	Three dollars and no cents, per lineal foot	3.00
8" Full Depth Asphalt	Seventeen dollars and no cents, per ton	17.00
5" Sidewalk & Wingwalk	One dollar and fifty two cents, per square foot	1.52
Private Drive Approach 6" Concrete	Nine dollars and fifty cents, per square yard	9.50
Commercial Drive Pavement 8" Concrete	Eleven dollars and sixty cents, per square yard	11.60
Concrete Drive Replacement	Nine dollars and forty cents, per square yard	9.40
Asphalt Drive Replacement	Nineteen dollars and fifty cents, per ton	19.50

by grading and paving the roadway to a width of \_\_\_\_\_ feet with \_\_\_\_\_

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5662-1974 and at the following prices:

at the following prices:

Construction Engineering	Eight thousand dollars and no cents, per lump sum	\$8,000.00
Clearing the right of way	Fifteen thousand dollars and no cents, per lump sum	15,000.00
6" Plain Concrete Pavement including curb	Eight dollars and forty cents, per square yard	8.40
6" Plain Concrete Pavement	Eight dollars and twenty nine cents, per square yard	8.29
6" Reinforced concrete Pavement Including curbs	Ten dollars and fifteen cents, per square yard	10.15
6" x 6" Straight Curbs	One dollar and eighty cents, per lineal foot	1.80
#53 Stone Subgrade 12"	Nine dollars and fifteen cents, per cubic yard	9.15
#8 Stone Trench	Three dollars and no cents, per lineal foot	3.00
8" Full Depth Asphalt	Seventeen dollars and no cents, per ton	17.00
5" Sidewalk & Wingwalk	One dollar and fifty two cents, per square foot	1.52
Private Drive Approach 6" Concrete	Nine dollars and fifty cents, per square yard	9.50
Commercial Drive Pavement 8" Concrete	Eleven dollars and sixty cents, per square yard	11.60
Concrete Drive Replacement	Nine dollars and forty cents, per square yard	9.40
Asphalt Drive Replacement	Nineteen dollars and fifty cents, per ton	19.50
Seeding and fine Grading	One dollar and twenty five cents, per square yard	1.25
Excavation	Two dollars and ninety five cents, per cubic yard	2.95
16 Ft. Ornamental Poles	Fifty seven dollars and seventy five cents, each	57.75
175 Watt Mercury Luminaires	Seventeen dollars and no cents, each	17.00
25 Ft. Concrete Poles with Mast Arms	Ninety dollars and no cents, each	90.00
30 Ft. Concrete Poles with Mast Arms	Ninety dollars and no cents, each	90.00
Mercury Luminaires	Seventeen dollars and no cents, each	17.00

(Continued)

Continued from Sheet 1

Trenching	Ninety five cents, per lineal foot	0.95
1 1/2" Conduit	One dollar and five cents, per lineal foot	1.05
Catch Basin Adjusted to Grd.	One hundred twenty dollars and no cents, each	120.00
Old Manholes Adjusted to Grade	One hundred fifteen dollars and no cents, each	115.00
6" Perforated Plastic Pipe	Three dollars and thirty cents, per lineal foot	3.30
12" R.C.P. Cl. IV Sewer	Eight dollars and ninety cents, per lineal foot	8.90
15" R.C.P. Cl. IV Sewer	Ten dollars and thirty cents, per lineal foot	10.30
Standard Concrete Catch Basin Type IV	Four hundred sixty dollars and no cents, each	460.00
Standard Concrete Inlet Type I	Three hundred twenty five dollars and no cents, each	325.00
Trench Drain	Three thousand dollars and no cents, each	3,000.00
Special Gravel Backfill	Five dollars and fifty cents, per cubic yard	5.50

NOTE:

In accordance with Bid #2, as submitted, an additional 11% is to be deducted from the base bid of \$861,561.89 if paid in cash. Such option shall be exercised by the City contingent upon the City's ability to market the Barrett Law Bonds. In the event this option is exercised the amount of this contract shall be \$765,832.79.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.



The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5662-1974 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally (See below \*\*) and in all respects completed on or before XXXXXXXXXX 1974 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19   until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this JUL 29 1974 day of   , 19  

JOHN DEHNER, INC.

BY: John Dehner

ITS: PRESIDENT

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Ronald L. B...

John A. ...  
Its Board of Public Works and Mayor.

APPROVED AS TO FORM AND LEGALITY

John R. Fleck

AUG 3 1974

\*\* Within one hundred thirty (150) working days, as determined by the Street Engineer or representative, after contract is approved by City Council and notice to proceed is received.

# GUARANTY BOND

Know All Men by These Presents, That we-----

----- JOHN DEHNER, INC.----- Contractors

as principal, and UNITED STATES FIDELITY AND GUARANTY COMPANY OF BALTIMORE, MARYLAND

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of EIGHT HUNDRED SIXTY-  
ONE THOUSAND, FIVE HUNDRED SIXTY ONE DOLLARS AND EIGHTY NINE CENTS-----

----- (\$861,561.89)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----JOHN DEHNER, INC.-----

did on the----- day of JUL 29 1974

-----, enter into a contract with the City of Fort Wayne to construct a

Pavement

on----- Street from-----

WAYNE DALE AREA NEIGHBORHOOD PACKAGE IMPROVEMENT (See description on enclosed  
PHASE I

Resolution)

----- according to certain plans and specifications, and  
for a period of three years  
also warranting and guaranteeing the work, material and condition of the pavement thereof as provided  
in aforesaid contract and specifications. Now if the said-----

JOHN DEHNER, INC.----- shall faithfully perform and fulfill all the require-  
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the  
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 29 day of July, 1974

YASTE, ZENT & RYE, INC.  
Authorized Agents

JOHN DEHNER, INC. (SEAL)

BY: Edward Shirley

BY: John Dehner (SEAL) PRESIDENT

UNITED STATES FIDELITY & GUARANTY

BY: Edward Shirley (SEAL)

Attorney-in-fact

Approved this 5th day of August, 1974

Board of Public Works.



# LIABILITY BOND

~~Know All Men by These Presents,~~ That we hereby certify that JOHN DEHNER, INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars. (\$5,000.00)

as principal, and \_\_\_\_\_

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of \_\_\_\_\_

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are such, that if the above named party of the first part shall faithfully comply with the foregoing contract made and entered into the \_\_\_\_\_ (\$ \_\_\_\_\_)

day of \_\_\_\_\_, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 29 day of July, 1974

YASTE, ZENT & RYE, INC.  
Authorized Agents

BY: [Signature]

JOHN DEHNER, INC. (SEAL)

BY: [Signature] (SEAL)

ITS: PRESIDENT (SEAL)

UNITED STATES FIDELITY & GUARANTY

BY: [Signature] (SEAL)

Attorney-in-fact

Approved this 5th day of August, 1974

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

July 24, 1974

# GENERAL POWER OF ATTORNEY

No. .... 81064 .....

Know all Men by these Presents:

That UNITED STATES FIDELITY AND GUARANTY COMPANY, a corporation organized and existing under the laws of the State of Maryland, and having its principal office at the City of Baltimore, in the State of Maryland, does hereby constitute and appoint **C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of the City of **Fort Wayne**, State of **Indiana**, its true and lawful attorney **S** in and for the State of **Indiana**

for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said UNITED STATES FIDELITY AND GUARANTY COMPANY, through us, its Board of Directors, hereby ratifies and confirms all and whatsoever ~~any and all~~ **anyone of the said C. H. Yaste and the said Arthur C. Frericks and the said Donald T. Belbutowski and the said Gerald A. Dahle and the said Fred S. Rye and the said Leonard Shirley and the said Josephine E. Stackhouse**

may lawfully do in the premises by virtue of these presents.

*In Witness Whereof*, the said UNITED STATES FIDELITY AND GUARANTY COMPANY has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice-President and Assistant Secretary, this **24th** day of **April**, A. D. 19**70**, at **Fort Wayne, Indiana**, by **Karl H. Doerre** Vice-President and **J. E. Dallam** Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY.

(SEAL) (Signed) **Karl H. Doerre** Vice-President  
(Signed) **J. E. Dallam** Assistant Secretary

STATE OF MARYLAND, }  
BALTIMORE CITY, }  
On this **24th** day of **April**, A. D. 19**70**, before me personally came **Karl H. Doerre**, Vice-President of the UNITED STATES FIDELITY AND GUARANTY COMPANY and **J. E. Dallam**, Assistant Secretary of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they resided in the City of Baltimore, Maryland; that they, the said **Karl H. Doerre** and **J. E. Dallam**, were respectively the Vice-President and the Assistant Secretary of the said UNITED STATES FIDELITY AND GUARANTY COMPANY, the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their names thereto by like order as Vice-President and Assistant Secretary, respectively, of the Company. My commission expires the first day in July, A. D. 19**70**.

(SEAL) (Signed) **Herbert J. Aull** Notary Public.

STATE OF MARYLAND, }  
BALTIMORE CITY, }  
I, **Robert H. Bouse**, Clerk of the Superior Court of Baltimore City, which Court is a Court of Record, and has a seal, do hereby certify that **Herbert J. Aull**, Esquire, before whom the annexed affidavits were made, and who has thereto subscribed his name, was at the time of so doing a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and sworn and authorized by law to administer oaths and take acknowledgments, or proof of deeds to be recorded therein. I further certify that I am acquainted with the handwriting of the said Notary, and verily believe the signature to be his genuine signature.

*In Testimony Whereof*, I hereto set my hand and affix the seal of the Superior Court of Baltimore City, the same being a Court of Record, this **24th** day of **April**, A. D. 19**70**.  
(SEAL) (Signed) **Robert H. Bouse**  
Clerk of the Superior Court of Baltimore City.

# COPY OF RESOLUTION

That *Whereas*, it is necessary for the effectual transaction of business that this Company appoint agents and attorneys with power and authority to act for it and in its name in States other than Maryland, and in the Territories of the United States and in the Provinces of the Dominion of Canada and in the Colony of Newfoundland.

*Therefore, be it Resolved*, that this Company do, and it hereby does, authorize and empower its President or either of its Vice-Presidents in conjunction with its Secretary or one of its Assistant Secretaries, under its corporate seal, to appoint any person or persons as attorney or attorneys-in-fact, or agent or agents of said Company, in its name and as its act, to execute and deliver any and all contracts guaranteeing the fidelity of persons holding positions of public or private trust, guaranteeing the performances of contracts other than insurance policies and executing or guaranteeing bonds and undertakings, required or permitted in all actions or proceedings, or by law allowed, and

*Also*, in its name and as its attorney or attorneys-in-fact, or agent or agents to execute and guarantee the conditions of any and all bonds, recognizances, obligations, stipulations, undertakings or anything in the nature of either of the same, which are or may be by law, municipal or otherwise, or by any Statute of the United States or of any State or Territory of the United States or of the Provinces of the Dominion of Canada or of the Colony of Newfoundland, or by the rules, regulations, orders, customs, practice or discretion of any board, body, organization, office or officer, local, municipal or otherwise, be allowed, required or permitted to be executed, made, taken, given, tendered, accepted, filed or recorded for the security or protection of, by or for any person or persons, corporation, body, office, interest, municipality or other association or organization whatsoever, in any and all capacities whatsoever, conditioned for the doing or not doing of anything or any conditions which may be provided for in any such bond, recognizance, obligation, stipulation, or undertaking, or anything in the nature of either of the same.

I, **William K. McCardell**, an Assistant Secretary of the UNITED STATES FIDELITY AND GUARANTY COMPANY, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney given by said Company to

**C. H. Yaste, Arthur C. Frericks, Donald T. Belbutowski, Gerald A. Dahle, Fred S. Rye, Leonard Shirley and Josephine E. Stackhouse**

of **Fort Wayne, Indiana**, authorizing and empowering them to sign bonds as therein set forth, which power of attorney has never been revoked and is still in full force and effect.

And I do further certify that said Power of Attorney was given in pursuance of a resolution adopted at a regular meeting of the Board of Directors of said Company, duly called and held at the office of the Company in the City of Baltimore, on the 11th day of July, 1910, at which meeting a quorum of the Board of Directors was present, and that the foregoing is a true and correct copy of said resolution, and the whole thereof as recorded in the minutes of said meeting.

*In Testimony Whereof*, I have hereunto set my hand and the seal of the UNITED STATES FIDELITY AND GUARANTY COMPANY on

(Date) **July 29, 1974**

*William K. McCardell*  
Assistant Secretary

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

- (a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:
- (b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:
- (c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and
- (d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

WHEREAS, the street pavements, sidewalks, storm drainage and street lighting on the streets herein described in the Waynedale Area are non-existent and in need of improvement, and

WHEREAS, over 50% of the resident property owners on the herein described streets have petitioned the Board of Public Works of the City of Fort Wayne, Indiana, requesting installation of street pavements, sidewalks, storm sewers and street lighting, and

WHEREAS, the Board of Public Works of said City has ordered engineering plans, specifications, cost estimates and property ownership list necessary for the accomplishment of said improvement, and

WHEREAS, the City Council appropriated Revenue Sharing monies for the specific purpose of this improvement commonly referred to as Waynedale Neighborhood Package Improvement - Phase I.

NOW, THEREFORE, BE IT RESOLVED by the Board of Public Works that it is deemed necessary to improve the Waynedale Area, Phase I, more specifically the following described streets:

Prairie Grove Drive from the West Property Line of Bradbury Avenue to the West Property Line of Old Trail Road.

Orchard Lane from the North Property Line of Fair Oak Drive to the North Property Line of Broad Ripple Drive.

Waynedale Boulevard from the West Property Line of Orchard Lane to the West Property Line of Old Trail Road.

Fair Oak Drive from the West Property Line of Orchard Lane to the West Property Line of Old Trail Road.

Liberty Drive from the East Property Line of Old Trail Road to the West Property Line of Bluffton Road.

Gardenvue Drive from the North Property Line of Fair Oak Drive to the South Property Line of Liberty Drive.

Fair Oak Drive from the East Property Line of Old Trail Road to the West Property Line of Bluffton Road.

Waynewood Drive from the East Property Line of Old Trail Road to the West Property Line of Bluffton Road.

Old Trail Road from the South Property Line of McArthur Drive to the North Property Line of Liberty Drive.

Church Street from the East Property Line of Old Trail Road to the West Property Line of Bluffton Road.

McArthur Drive from the West Property Line of Elzey Street to the West Property Line of Old Trail Road.

Elzey Street from the North Property Line of McArthur Drive to the South Property Line of Lower Huntington Road.

Improvements proposed for the above streets include:

1. Draining, curbing, grading and paving the streets to a uniform width of 27 feet, with 6-inch plain concrete, and/or equivalent asphaltic concrete.
2. Concrete sidewalks, 5 feet wide, on both sides of the streets described, except where they presently exist.

3. A storm sewer system adequate to provide drainage to said streets and abutting properties.
4. Street lighting with underground wiring.

Improvements shall be in accordance with the plans, profiles, detailed drawings and specifications now on file in the office of the Board of Public Works of said City and such improvements are hereby ordered.

This improvement resolution is ordered pursuant to enabling legislation as follows:


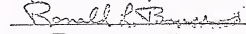

1. Street Pavements - Burns Statute 48-2717 et. seq.
2. Sidewalks - Burns Statute 48-2703 et. seq.
3. Storm Sewers - Burns Statute 48-3950 et. seq.
4. Street Lighting - Burns Statute 48-3301 et. seq.

Preliminary determination for benefits of this improvement pursuant to the above statutes is based upon assessment to property owners for 40% of project cost and 60% to be assessed upon the City of Fort Wayne and paid from Revenue Sharing and/or other appropriated funds. Maximum assessments for residential corner lots of \$3,000.00 and commercial corner lots of \$4,000.00 is hereby established.

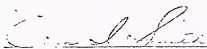
Assessments, if deferred, are to be paid in ten (10) equal installments, with interest at the rate of six per cent (6%) per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums from said property owners for said work, or for the collection of same, or for the payment of any bond, bonds, certificate or certificates issued to said contractor in payment for such work, except for such monies as shall have been actually received by the City from the assessments for such improvement, or such monies as said City is by said above entitled act required to pay. All proceedings had and any work done in said improvement, assessment of property, collection of assessments and issuance of bonds therefore, shall be as provided for in said above entitled acts and amendments thereto and supplemental thereof.

ADOPTED this 22nd day of April, 1974, by the Board of Public Works.

BOARD OF PUBLIC WORKS  
CITY OF FORT WAYNE, INDIANA

  
\_\_\_\_\_  
  
\_\_\_\_\_  
  
\_\_\_\_\_

ATTEST:

  
\_\_\_\_\_  
Clerk

DIGEST SHEET*1-74-08-05*TITLE OF ORDINANCE: Contract I & II to John Dehner for Waynedale ImprovementsDEPARTMENT REQUESTING ORDINANCE: Board of Public WorksSYNOPSIS OF ORDINANCE: Resolution 5662-1974 covers contracts I and II of John Dehner, Inc. in amounts of \$542,210.13 for Storm Sewers and \$861,561.89 for streets, curbs, sidewalks and lights in the Waynedale Area, Phase I.Property owners shall be paying between \$17.00 and \$20.00 per lineal foot of property.(See Prior Approval Letter Attached)EFFECT OF PASSAGE: Improvements in Waynedale area.EFFECT OF NON-PASSAGE: Failure to provide improvements as established through public hearing.MONEY INVOLVED (Direct Costs, Expenditures, Savings): \$588,000.00 has been set aside from Revenue Sharing for this project.ASSIGNED TO COMMITTEE (J.N.): *Finance*